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# Message Text

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ACTION OES-06

INFO OCT-01 NEA-10 ISO-00 L-03 COME-00 PM-04 DODE-00 INT-05
NSF-02 EB-07 PASS-00 /038 W
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P 221032Z DEC 76
FM AMEMBASSY TEHRAN
TO SECSTATE WASHDC PRIORITY 558

UNCLAS SECTION 1 OF 5 TEHRAN 12647

DEPT PLS PASS: WOODS HOLE OCEANOGRAPHIC INSTITUTE, MASS.
FOR DR. DAVID ROSS
TEL: 617-548-1400, EXT 578

E.O. 11652: NA
TAGS: SENV, TECH, TGEN, IR, USIRJC
SUBJ: OCEANOGRAPHIC RESEARCH CONTRACT FOR STUDY OF PERSIAN GULF,
R/V ATLANTIS CRUISE, NSF, WOODS HOLE, HOLE, DOE PROGRAM

REF: TELCON DEC 20, SCIENCE ATTACHE TO DR. ROSS

1. SUMMARY: EMBASSY OBTAINED ON DECEMBER 20 FROM DOE DRAFT OF
CONTRACT BETWEEN WOODS HOLE OCEANOGRAPHIC INSTITUTE (WHOI) AND
DOE, CONTRACT TEXT TRANSMITTED HEREIN FOR REVIEW AND APPROVAL
BY WHOI. END SUMMARY.

2. DR. MOHAMMEDI, DEPARTMENT OF ENVIRONMENT (DOE), ASKED TO CONVEY
TO WHOI THAT ALL GOI APPROVALS FOR CONTRACT HAVE FINALLY BEEN
OBTAINED AND THAT CONTRACT IS NOW READY FOR SIGNING. LANGUAGE
IS THAT REQUIRED BY PLAN AND BUDGET ORGANIZATIONS(PBO) AND
FINANCE MINISTRY REGULATIONS TO PERMIT PAYMENT OF GOI FUNDS
BY DOE TO WHOI.
A. TEXT OF CONTRACT IS AS FOLLOWS: QUOTE: THIS CONTRACT, MADE
AND ENTERED INTO THIS . . . . . DAY OF THE MONTH OF. . . . BY AND
BETWEEN THE DEPARTMENT OF THE ENVIRONMENT, HEREINAFTER REFERRED
TO AS"THE EMPLOYER" AND REPRESENTED BY MR. E. FIROOZ, ON THE ONE
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HAND, AND WOODS HOLE OCEANOGRAPHIC INSTITUTE REGISTERED UNDER NO. .
AT THE GENERAL DEPARTMENT OF COMPANIES, TRADEMARKS AND PATENTS
REGISTRATION, BASED AT MASSACHUSETTS AND REPRESENTED BY MR
. . . . . , HEREINAFTER REFERRED TO AS "THE CONSULTANT ENGINEER",
ON THE OTHER HAND, FOR THE USE OF CONSULTANT ENGINEERING SERVICES
IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREUNDER.

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"ARTICLE I-SUBJECT MATTER OF CONTRACT
THE SUBJECT MATTER OF THIS CONTRACT IS THE USE OF CON-
SULTANT
ENGINEERING SERVICES REGARDING MARINE RESEARCH IN THE PERSIAN
GULF AS DESCRIBED IN APPENDIX I WHICH CONSTITUTES AN INTEGRAL PART
OF THIS CONTRACT.
"ARTICLE 2 - SCOPE OF ENGINEERING SERVICES
2.1. SERVICES RENDERED BY THE CONSULTANT ENGINEER UNDER THE
TERMS AND CONDITIONS OF THIS CONTRACT SHOULD BE COMPREHENSIVE
AND COMPLETE IN EVERY RESPECT AND ENCOMPASS PHASE I RESEARCH,
WHICH COMPRISES INDENTIFICATION PRELIMINARY SURVEYS, PREPARATION
OF FEASIBILITY STUDY, REPORT AND PLANS, MAKING PRELIMINARY
ESTIMATES. DETAILS OF THE SERVICES UNDER THIS ARTICLE AND
THE DUTIES OF THE CONSULTANT ENGINEER HAVE BEEN DESCRIBED
IN ANNEX II WHICH CONSTITUTES AN INTEGRAL PART OF THIS ECONTRACT.
2.2 THE EMPLOYER SHALL HAVE THE RIGHT AT ALL TIMES TO CHANGE
THE REQUIRED SERVICES TO A REASONABLE AND APPROPRIATE EXTENT AND
TO OMIT OR ADD SOME SERVICES. IN SUCH AN EVENT, THE DURATION OF
THE CONTRACT AND THE REMUNERATION OF THE CONSULTANT ENGINEER SHALL
BE DDNREASED OR INCREASED AND ON MUTUAL CONSENT COMMENSURATELY
WITH REGARD TO THE WORK DONE, EXPENDITURE INCURRED AND COMMITMENTS
FULFILLED.
2.3 AFTER COMPLETION OF THE PHASE UNDER THIS CONTRACT, THE EMPLOYER
SHALL HAVE NO FURTHER OBLIGATION WHATSOEVER TO COMMISION TO THE
CONSULTANT ENGINEER THE SERVICES RELATED TO THE SUBSEQUENT PHASES OF
THE PROJECT.
2.4 THE CONSULTANT ENGINEER SHALL PREPARE AND SUBMIT TO THE EMPLOYER
THE PRELIMINARY REPORTS, PLANS AND DRAWINGS REQUIRED FOR PHASE
I OF THIS CONTRACT IN TEN COPIES. THE COST OF PREPARATION OF
ADDITIONAL COPIES REQUIRED BY THE EMPLOYER AND OF ANY COPIES
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REQUIRED BY THE CONTRACTORS SHALL BE BORNE BY EITHER OF THE
LATTER.
2.5 IN CASES WHERE THE SUBJECT OF THE CONTRACT IS RELATED TO
(A) OTHER PROJECT(S), THE CONSULTANT ENGINEER SHALL BEBOUND
TO COOPERATE WITH THE CONSULTANT ENGINEER(S) OF THE SAID
PROJECT(S) AND ALSO TO HAND TO THE OTHER CONSULTANT ENGINEER(S)
SUCH RELEVANT AND APPROPRIATE TECHNICAL INFORMATION AND DOCUMENTS
REQUIRED FOR STUDYING, PREPARING AND FORMULATING THE RELATED
PROJECTS ACCORDING TO THE SCHEDULE UNANIMOUSLY DEVISED BY
THE SAID CONSULTANT ENGINEERS AND APPROVED BY THE EMPLOYER(S),
SO THAT FULL TECHNICAL AND TIMING COORDINATION COULD BE ENSURED
IN ALL PHASES AMONG THE VARIOUS PROJECTS. SHOULD ANY DISPUTES
ARISE IN THE ABOVE MENTIONED PROCESS BETWEEN THE VARIOUS
CONSULTANT ENGINEERS, THE VIEW OF THE PLAN ORGANIZATION SHALL
BE DECISIVE.
"ARTICLE 3 - PERIODS OF EXECUTION OF SERVICES
3.1 THE PERIODS OF EXECUTION OF THE VARIOUS PHASES OF THE
PROJECT ARE AS FOLLOWS: PHASE I: ONE MONTH AFTER SIGNING AND

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EXCHANGE OF CONTRACT.
3.2 IN CASES WHERE OWING TO CAUSES BEYOND THE CONTROL OF THE CONSULTANT ENGINEER, THE EXTENSION OF ANY OF THE PERIODS UNDER PARAGRAPH 3.1 ABOVE IS NECESSITATED, THE PERIODS SHALL BE EXTENDED TO A REASONABLE EXTENT AT THE REQUEST OF THE CONSULTANT ENGINEER AND WITH THE APPROVAL OF THE EMPLOYER.
"ARTICLE 4 - WORKING SCHECULE AND REPORTS
4.1 THE WORKING SCHEDULE OF THE FIRST PHASE SHALL BE PREPARED BY THE CONSULTANT ENGINEER AND APPROVED BY THE EMPLOYER AT THE TIME OF EXCHANGING THE CONTRACT WHILE THE WORKING SCHEDULES OF THE SUBSEQUENT PHASES SHALL BE PREPARED AND SUBMITTED IN BEARING WITH THE PERIODS UNDER PARAGRAPH 3.1 ABOVE AS PART OF THE REPORT ON THE PREVIOUS PHASE.
4.2 THE PERIOD OF THE WORK TO BE DONE BY THE EMPLOYER UNDER THIS SCHEDULE SHALL BE DETERMINED IN PRIOR AGREEMENT WITH THE RELEVANT AGENCIES SUCH AS THE CARTOGRAPHIC ORGANIZATION AND THE SOIL MECHANICS LABORATORY.
"ARTICLE 5 - APPROVAL OF REPORTS--
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5.1 THE EMPLOYER SHALL ANNOUNCE HIS VIEWS WITHIN ONE MONTH FROM THE DATE OF RECEIVING THE REPORT AND FULL DOCUMENTS OF EACH PHASE.
5.2 IF THE EMPLOYER FAILS TO ANNOUNCE, WITHIN THE SAID PERIOD, HIS VIEW REGARDING THE NON-CONFORMITY OF THE WORK EXECUTED BY THE CONSULTANT ENGINEER WITH THE DUTIES SPECIFIED IN THIS CONTRACT BY MENTIONING INSTANCES, THE SAID REPORT AND DOCUMENTS SHALL BE CONSIDERED AS HAVING BEEN APPROVED AND SHALL BE USED AS THE BASIS OF SUBSEQUENT STUDIES AND ACTIONS. IN CASE THE VIEWS ARE ANNOUNCED DULY WITHIN THE PERIOD OF ONE MONTH, THE CONSULTANT ENGINEER IS BOUND TO REVISE THE SAID REPORT AND DOCUMENTS ON THE BASIS OF THE EMPLOYER'S VIEWS WITHIN ONE MONTH OR A PERIOD EQUAL TO TEN PERCENT OF THE ENTIRE PERIOD OF THAT PHASE, WHICHEVER IS THE LONGER, WITHOUT RECEIVING ANY ADDITIONAL REMUNERATION. SHOULD THIS TIME LIMIT BE EXCEEDED, THERE SHALL BE A REDUCTION IN REMUNERATION AS MENTIONED UNDER PARAGRAPH (2) OF ARTICLE 13 UNLESS THE EMPLOYER'S PRIOR AGREEMENT HAS BEEN OBTAINED WITH THIS EXCESS.

NOTE BY OC/T: PASSED WHOI.

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DEPT PLS PASS: WOODS HOLE OCEANOGRAPHIC INSTITUTE MASS.
FOR: DR. DAVID ROSS,
TEL: 617-548/1400, EXT 578

5.3 THE CONSULTANT ENGINEER SHALL PREPARE AND SUBMIT
TO THE EMPLOYER IN FIVE COPIES, THE REPORTS AND DOCUMENTS TO
BE APPROVED BY THE EMPLOYER. ONCE THESE ARE APPROVED, HE SHALL
MULTIPLY AND SUBMIT THE REMAINING COPIES IN THE QUANTITY
PRESCRIBED IN PARAGRAPH (4) OF ARTICLE 2.
5.4 THE APPROVAL OF THE CONSULTANT ENGINEER'S REPORTS AND PLANS BY
THE EMPLOYER DOES NOT RELIEVE THE CONSULTANT ENGINEER FROM RES-
PONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE PROJECT AND
PLANS. THE CONSULTANT ENGINEER SHALL AT ANY RATE BE HELD RESPONSIBLE
FORANY DEFECTS AND ACCOUNTABLE FOR MISTAKES WHICH MAY LATER
BE OBSERVED IN THE PROJECT OWING TO DEFAULTS IN HIS WORK.
"ARTICLE 6 - EMPLOYEES
6.1 UNDER THIS CONTRACT, ALL THE PERSONS WHO RENDER PERMANENT OR
TEMPORARY SERVICES FOR THE CONSULTANT ENGINEER AND AT HIS EXPENSE FOR
THE EXECUTION OF THIS CONTRACT ARE CONSIDERED AS THE CONSUL-
TANT ENGINEER'S EMPLOYEES.
6.2 THE CONSULTANT ENGINEER SHALL, FOR THE EDUCATION OF THE VARIOUS
PHASES OF THIS CONTRACT, HAVE AN ADEQUATE AND SUITABLE NUMBER OF
COMPETENT EMPLOYEES IN HIS OFFICES AND WORKSHOPS.
6.3 THE CONSULTANT ENGINEER SHALL BE RESPONSIBLE FOR THE ACTIONS
OF HIS EMPLOYEES DURING THE ENTIRE PERIOD OF THIS CONTRACT.
6.4 IN CASE, AT THE DISCRETION OF THE EMPLOYER, ONE OR MORE OF THE
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EMPLOYEES OF THE CONSULTANT ENGINEERS ARE FOUND TO LACK THE NE-
CESSARY COMPETENCE FOR THE PERFORMANCE OF THE WORK, THE EMPLOYER
SHALL HAVE THE RIGHT TO ASK THE CONSULTANT ENGINEER TO REPLACE
THEM WITHOUT CRATING ANY OBLIGATION FOR THE EMPLOYER, AND THE
CONSULTANT ENGINEER IS BOUND TO COMPLY WITH HIS DEMAND.
6.5 THE EMPLOYMENT OF THE EMPLOYEES OF THE EMPLOYER AND OF THE PLAN
ORGANIZATION BY THE CONSULTANT ENGINEER IS PROHIBITED UNLESS WITH
THE PRIOR APPROVAL OF THE AGENCY CONCERNED.
"ARTICLE 7 - REPRESENTATIVES
A) THE CONSULTANT ENGINEER SHALL NOMINATE AND INTRODUCE IN
WRITING TO THE EMPLOYER A FULLY AUTHORIZED REPRESENTATIVE FOR

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THE EXECUTION OF THIS CONTRACT. THE EMPLOYER SHOULD HAVE ACCESS TO THEIR REPRESENTATIVE AT ALL TIMES. B) THE CONSULTANT ENGINEER SHALL ASSIGN A RESPONSIBLE REPRESENTATIVE TO EACH OF THE WORKSHOPS UNDER HIS SUPERVISION AND INTRODUCE HIM TO THE EMPLOYER BY MENTIONING THE LIMITS OF HIS AUTHORITY.
"ARTICLE 8 - FACILITIES TO BE PROVIDE BY EMPLOYER
THE EMPLOYER SHALL TAKE EVERY APPROPRIATE MEASURE TO FACILITATE THE WORK OF THE CONSULTANT ENGINEER IN GENERAL, AND IN THE FOLLOWING CASES IN PARTICULAR: A) OBTENTION OF THE REQUIRED PASSES FOR THE TRAVEL OF THE CONSULTANT ENGINEER'S EMPLOYEES IN PROHIBITED AREAS (FOR INVESTIGATING THE WORK UNDER THE PRESENT CONTRACT) AS WELL AS ENTRY AND EXIT VISAS AND RESIDENCE AND LABOR PERMITS FOR THE SAID EMPLOYEES. B) ARRANGING CONTACTS AND COLLABORATION WITH OTHER IRANIAN AUTHORITIES AND AGENCIES. C) ASSISTANCE IN EXPEDITING AND FACILITATING CUSTOMS CLEARANCE OF ALL THE EQUIPMENT, MACHINERY,
SAMPLES, ETC., REQUIRED BY THE CONSULTANT ENGINEER. D) SUPPLYING THE CONSULTANT ENGINEER, FREE OF CHARGE AND ON REQUEST, WITH ALL THE AVAILABLE INFORMATION, DOCUMENTS AND PLANS RELATED TO HIS WORK.
"ARTICLE 9 - SPECIFICATIONS AND DIRECTIVES
THE CONSULTANT ENGINEER SHALL GENERALLY USE THE METRIC SYSTEM IN PREPARING ALL RELEVANT PLANS AND DOCUMENTS AND APPLY THE SPECIFICATIONS, STANDARDS, CRITERIA NAD DIRECTIVES LAID DOWN BY THE PLAN ORGANIZATION.
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"ARTICLE 10 - THE CONSULTANT ENGINEER'S REMUNERATION
THE EMPLOYER SHALL RENDER AT EACH PHASE UNDER THIS CONTRACT IN THE FOLLOWING MANNER: A) A FIXED AMOUNT OF 10,000,000 RLS. (TEN MILLION RIALS) FOR THE FIRST PHASE OR AN AMOUNT EQUAL TO . . . PERCENT OF THE APPROVED ESTIMATE FOR THE FIRST PHASE. B) A FIXED SUM OF . . . RIALS FOR THE SECOND PHASE OR AN AMOUNT EQUAL TO . . . PERCENT OF THE APPROVED FINAL ESTIMATE FOR THE THIRD PHASE. C) REMUNERATION FOR THE THIRD PHASE SHALL BE EQUIVALENT TO . . . PERCENT OF THE FINISHED COSTS OF THE OPERATIONS CALLED FOR BY THE CONTRACT ON THE PROVISO THAT THE FINISHED COSTS OF THE OPERATIONS DO NOT EXCEED THE APPROVED ESTIMATE FOR THE SECOND PHASE, IN WHICH CASE THE SAID ESTIMATE WILL BE USED FOR CALCULATING REMUNERATION FOR THE THIRD PHASE. NOTE: WHENEVER THE TENDER PROCESS IS REPEATED, AN AMOUNT EQUAL TO . . . PERCENT OF THE REMUNERATION FOR THE THIRD PHASE SHALL BE APYABLE TO THE CONSULTANT ENGINEER FOR EACH TENDER CALL.
"ARTICLE 11 - TERMS OF PAYMENTS
1) PAYMENT OF THE CONSULTANT ENGINEER'S REMUNERATION FOR THE SERVICES UNDER THIS CONTRACT SHALL BE EFFECTED IN THE FOLLOWING MANNER: A) FIFTY PERCENT OF THE REMUNERATION FOR THE FIRST PHASE SHALL BE PAID TO THE CONSULTANT ENGINEER AT THE BEGINNING OF THE FIRST PHASE AS ADVANCE PAYMENT AGAINST A BANK GUARANTEE. B) THE BALANCE OF THE REMUNERATION FOR THE FIRST PHASE SHALL

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BE PAYABLE AFTER THE REPORT AND ALL THE DOCUMENTS RELATED TO THE PHASE HAVE BEEN APPROVED. C) THE GUARANTEE LETTER RELATED TO THE FIFTY PERCENT ADVANCE PAYMENT FOR THE FIRST PHASE SHALL BE RELEASED UPON THE APPROVAL OF THE REPORT ON THE PHASE.
2) IN CASE THE CONSULTANT ENGINEER DOES NOT OBSERVE THE TIME LIMITS SET FOR THE COMPLETION OF THE WORK WITHOUT ANY JUSTIFIABLE EXCUSE, AND CONSEQUENTLY ALL OR PART OF HIS WORK IS DELAYED, THE EMPLOYER SHALL REDUCE HIS REMUNERATION ACCORDINGLY. THE RATION OF REDUCTION FROM THE REMUNERATION SHALL BE EQUAL TO THE RATIO OF THE DELAY PERIOD WITH THE TIME PERIOD DESIGNATED FOR THE EXECUTION OF THE WORK BUT THE AMOUNT OF REDUCTION WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED TWENTY PERCENT OF THE REMUNERATION SPECIFIED FOR THE RELEVANT PHASE OF THE PROJECT.
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3) SUMS PAYABLE TO THE CONSULTANT ENGINEER MUST BE PAID NO LATER THAN TIRYTY DAYS AFTER THE PRESCRIBED DATE. IN CASE OF DELAY IN PAYMENTS, THE CONSULTANT ENGINEER SHALL BE ENTITLED TO RECEIPT OF INTEREST AT THE RATE OF SIX PERCENT PER ANNUM FOR THE PERIOD OF DELAY.
"ARTICLE 12 - TAXES, CUSTOMS, DUTIES AND OTHER CUSTOMARY LEVIES IN THIS COUNTRY
1) PAYMENT OF ALL TAXES, CUSTOMS DUTIES, AND LEVIES, INCOME TAX, SOCIAL SECURITY AND OTHER PUBLIC CHARGES APPLICABLE TO THE CONSULTANT ENGINEER AND HIS EMPLOYEES, AND THE CUSTOMS DUTIES AND CHARGES ON MATERIALS, TOOLS AND EQUIPMENT REQUIRED BY HIM WHICH ARE IN EFFECT AT THE TIME OF SIGNING THIS CONTRACT OR WOULD COME INTO FORCE OR INCREASED LATER, SHALL BE THE RESPONSIBILITY OF THE CONSULTANT ENGINEER.
2) IN CASE NEW TAXES, CUSTOMS DUTIES AND CHARGES OTHER THAN THOSE IN FORCE AT THE TIME OF SIGNING THISCONTRACT ARE APPLIED TO THE CONSULTANT ENGINEER OR HIS EMPLOYEES OR THE RATE OF TAXES, CHARGES, CUSTOMS DUTIES, SOCIAL SECURITY AND OTHER CHARGES APPLICABLE TO THEM SHOULD CHANGE AFTER THE SIGNING OF THIS CONTRACT, THE EMPLOYER SHALL ADJUST THE CONSULTANT ENGINEER'S REMUNERATION PROPORTIONATELY.
3) THOSE SUMS OF THESE TAXES AND CHARGES WHICH, ACCORDING TO THE LAW AND REGULATIONS, SHOULD BE COLLECTED BY THE EMPLOYER SHALL BE DEDUCTED FROM THE REMUNERATION OF THE CONSULTANT ENGINEER AND REMITTED TO THE RELEVANT AUTHORITIES IN HIS BEHALF.

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DEPT PLEASE PASS WOODS HOLE OCEANOGRAPHIC INSTITUTE, MASS
FOR DR DAVID ROSS, MASS, TEL 617-548-1400, EXT 578

"ARTICLE 13 -GUARANTEE OF PROPER PERFORMANCE

1. TO ENSURE PROPER PERFORMANCE OF THE CONSULTANT ENGINEER'S OBLIGATIONS AND DUTIES, TEN PERCENT SHALL BE DEDUCTED AND RETAINED BY THE EMPLOYER FROM EACH PAYMENT TO THE CONSULTANT ENGINEER AS A GUARANTEE OF PROPER PERFORMANCE BY THE LATTER. IN CASE THE CONSULTANT ENGINEER FAILS TO DISCHARGE HIS OBLIGATIONS OR IF THE CONTRACT IS TERMINATED AS A RESULT OF HIS DEFAULT IN FULFILLING HIS DUTIES, OR IF THE CONSULTANT ENGINEER REFUSES TO HONOR THE CONTRACT, THE SAID GUARANTEE SHALL BE FORFEITED IN THE INTEREST OF THE EMPLOYER.

2. HALF OF THE SUM OF THE PROPER PERFORMANCE GUARANTEE (THE 10 PERCENT SUMS MENTIONED IN PARA 1 OF THIS ARTICLE) SHALL BE REFUNDED AFTER RECEIPT AND FINAL APPROVAL OF THE REPORT HAS BEEN EFFECTED AND THE DEFINITE SITUATION REPORT SUBMITTED BY THE CONTRACTOR HAS BEEN APPROVED, WHILE THE OTHER HALF SHALL BE REFUNDED AFTER THE DEFINITE TURNOVER OF THE PROJECT HAS TAKEN PLACE.

"ARTICLE 14 - CARE AND EFFORT

THE CONSULTANT ENGINEER SHALL FULFILL THE COMMITMENTS UNDER THIS CONTRACT BY USING THE BEST OF THE ESTABLISHED TECHNICAL METHODS AND
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PRINCIPLES AND ON THE BASIS OF CUSTOMARY SPECIALIZED AND PROFESSIONAL STANDARDS.
THE CONSULTANT ENGINEER SHALL USE MAXIMUM SKILL, CARE AND ZEAL IN FULFILLING THE OBLIGATIONS UNDER THIS CONTRACT.

"ARTICLE 15 - CASES OF CANCELLATION AND TERMINATION OF CONTRACT

A. CANCELLATION OF CONTRACT DUE TO CONSULTANT ENGINEER'S FAULTS

1. IF THE EMPLOYER FINDS THAT THE CONSULTANT ENGINEER HAS FAILED IN THE TIMELY PROVISION OF THE NECESSARY TECHNICAL, SCIENTIFIC AND ORGANIZATIONAL ELEMENTS FOR CARRYING OUT THE DUTIES AND SERVICES UNDER THIS CONTRACT, OR THAT THE CONSULTANT ENGINEER DOEST NOT APPLY THE NECESSARY AND CUSTOMARY ATTENTION NORMALLY TO BE EXPECTED FROM A CONSULTANT ENGINEER IN THE FULFILLMENT OF HIS DUTIES AND SERVICES, OF THAT, IN THE OPINION OF THE EMPLOYER, THE RELEVANT WORKS ARE DELAYED BY MORE THAN 1/4TH OF THE PERIOD

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OF EXECUTION OF EACH PHASE DUE TO THE CONSULTANT ENGINEER'S NEG-
LIGENCE OR DEFAULT, OR THAT THE CONSULTANT ENGINEER DOES
NOT CONSIDER THE INTERESTS OF THE EMPLOYER NOR OBSERVE FULL
IMPARTIALITY, OR THAT THE CONSULTANT ENGINEER DOES NOT GENERALLY
OBSERVE THE PROVISIONS OF PART OR ALL OF THIS CONTRACT, THE
EMPLOYER SHALL WARN THE CONSULTANT ENGINEER TO MAKE GOOD HIS FAULTS
AND DEFECT WITHIN A PERIOD WHICH SHOULD, UNDER NO CIRCUMSTANCES,
EXCEED ONE AND ONE HALF MONTHS. IF AT THE END OF THAT PERIOD THE
CONSULTANT ENGINEER HAS NOT ACTED ACCORDING TO THE EMPLOYER'S
WARNING, OR IF HE IS FOUND TO BE CRIMINALLY GUILTY DUE TO
SOME IMPROPER PRACTICES IN HIS OWN PROFESSION, THE EMPLOYER SHALL
HAVE THE RIGHT TO TERMINATE THIS CONTRACT ON A 15-DAY WRITTEN
NOTICE WITHOUT HAVING TO RESORT TO ANY SPECIAL FORMALITIES. IN
SUCH CASES THE EMPLOYER SHALL CALCULATE AND PAY 90 PERCENT OF THE
VALUE OF THE SERVICES RENDERED BY THE CONSULTANT ENGINEER UP TO
THE DATE OF TERMINATION OF THE CONTRACT AFTER DEDUCTING PREVIOUS
PAYMENTS AS WELL AS DAMAGES INFLICTED ON THE EMPLOYER UNDER THIS
CONTRACT AS A RESULT OF THE CONSULTANT ENGINEER'S DEFAULT; AND
THE CONSULTANT ENGINEER SHALL HAVE NO RIGHT TO CLAIM THE REFUND OF
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10 PERCENT PROPER PERFORMANCE GUARANTEE AND ANY OTHER MONEY TO
OFFSET PAYMENT BY THE CONSULTANT ENGINEER OR ANY INDEMNITY.

2. IN CASE THE CONSULTANT ENGINEER IS AFFECTED BY THE PROVISIONS OF
ARTICLE 6 OF BYLAW ON ASCERTAINING THE COMPETENCE OF CONSULTANTS
AND CONSIGNING WORK TO THEM, APPROVED AT THE 55TH SESSION OF THE
PLAN HIGH COUNCIL HELD ON 30.9.1349 (WQMQWMLOUPLN AND HIS NAME IS
OMITTED OR DEMOTED FROM THE CLASSIFICATION, THE EMPLOYER SHALL
CANCEL THE CONTRACT WITHOUT ANY SPECIAL CEREMONY AND INFORM THE
CONSULTANT ENGINEER THEREOF. IN SUCH CASE, TOO, THE SUMS PAYABLE TO T
HE
CONSULTANT ENGINEER ARE THE SAME AS SPECIFIED UNDER PARA 1 ABOVE.

B. TERMINATION OF CONTRACT - IN ADDITION TO THE
RIGHTS MENTIONED UNDER ARTICLE 2, THE EMPLOYER SHALL HAVE THE RIGHT
TO TERMINATE THIS CONTRACT AT ANY TIME. IF THE EMPLOYER DECIDES
TO TERMINATE THIS CONTRACT AT ANY TIME. IF THE EMPLOYER DECIDES TO
TERMINATE THIS CONTRACT FOR ANY REASON OTHER THAN THOSE MENTIONED
UNDER PARA A OF THIS VERY ARTICLE (ARTICLE 15), THE DECISION SHOULD
BE NOTIFIED TO THE CONSULTANT ENGINEER AT LEAST 2 MONTHS IN AD-
VANCE OF THE DATE SELECTED FOR TERMINATION OF CONTRACT. IN SUCH
CASE, THE CONSULTANT ENGINEER SHALL BE ENTITLED TO RECEIVE THE
FOLLOWING SUMS: -

2. REMUNERATIONS FOR THE WORKS DONE BY THE CONSULTANT ENGINEER
TO THE DATE OF TERMINATION OF CONTRACT, MINUS THE AMOUNTS ALREADY
PAID ON THIS ACCOUNT.

2. ALL THE COSTS STEMMING FROM THE CONSULTANT ENGINEER'S AGREE-
MENTS OR COMMITMENTS VIS-A-VIS ITS EMPLOYEES OR OTHER OF OTHER

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AGENCIES, INCLUDING THE COST OF THE REPATRIATION OF FOREIGN
EMPLOYEES AND THEIR IMMEDIATE FAMILY MEMBERS, AND COSTS OF TRANS-
PORTATION OF THEIR BELONGINGS TO THEIR COUNTRIES AT THE DATE OF
TERMINATION OF THIS CONTRACT; THE COSTS OF DISMANTLING THE LOCAL
SUPERVISION SYSTEM PROVIDED THAT THESE COSTS HAVE BEEN INCURRED
WITH THE PURPOSE OF IMPLEMENTING THIS CONTRACT, HAVE BEEN APPROVED BY
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THE
CMPLOYER, NO MONEY HAS BEEN PAID TO THE CONSULTANT ENGINEER ON
THIS ACCOUNT, AND DO NOT FALL IN THE CATEGORY OF THE PAYMENTS
MENTIONED UNDER PARA 1 ABOVE. THE CONSULTANT ENGINEER SHALL BE
ENTITLED TO RECEIPT OF NO OTHER AMOUNT WHATSOEVER BY WAY OF
INDEMNITY.

"ARTICLE 16 - ALTERATIONS

THE CONSULTANT ENGINEER SHOULD PREPARE THE PROJECT, ITS SPECIFI-
CATION AND IMPLEMENTATIVE PLANS, IN SUCH A WAY THAT, AS FAR AS
POSSIBLE, THERE WILL BE NO NEED FOR THEIR ALTERATION IN COURSE
OF IMPLEMENTATION. ANY ALTERATION, OR CORRECTION IN THE SPECIFIC-
ATIONS AND IMPLEMENTATIVE PLANS WHICH IS BASIC IN NATURE OF CAUSES
ANINCREASE IN OVERALL COSTS OF OPERATIONS AS COMPANRED WITH THE
APPROVED ESTIMATES OF THE CONSULTANT ENGINEER CAN BE EFFECTED
ONLY UPON THE PRIOR APPROVAL OF THE EMPLOYER. THE CONSULTANT
ENGINEER CAN INDEPENDENTLY INTRODUCE SUCH MINOR CHANGES AS COULD
NOT RESULT IN HIGHER OVERALL COSTS OF OPERATIONS. THE CONSULTANT
ENGINEER SHALL BE RESPONSIBLE AND ACCOUNTABLE FOR ALL THE
CHANGES AND AMENDMENTS IN THE IMPLEMENTATIVE PLANS WHICH HE HAS
FAILED TO PROVIDE FOR IN HIS INITIAL STUDIES, PROJECT
FORMULATION AND IMPLEMENTATIVE PLANS PREPARATION. FOR THESE
REASONS, HE HAS NOT RIGHT TO CLAIM ANY ADDITIONAL FEES WHATSOEVER
FOR THESE CHANGES AND AMENDMENTS.

"ARTICLE 17 - NON-INTERVENTION IN POLITICAL MATTERS

IN CASE THE CONSULTANT ENGINEER HAS FOREIGN EMPLOYEES IN HIS
EMPLOYMENT, THE SAID EMPLOYEES SHALL BY NO MEANS HAVE THE RIGHT
TO INTERFERE IN IRANIAN POLITICAL AFFAIRS. IN CASE SUCH INTER-
VENTION IS PROVED TO HAVE TAKEN PLACE, THE PERSON CONCERNED
AT ONCE BE REPATRIATED TO HIS OWN COUNTRY ACCORDING TO THE IRANIAN
LAWS, IF NECESSARY, BE REPLACED AT NO COST TO THE EMPLOYER, BY
ANOTHER PERSON WITH THE SAME DEGREE OF COMPETENCE.

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ACTION OES-06

INFO OCT-01 NEA-10 ISO-00 L-03 COME-00 PM-04 DODE-00 INT-05
NSF-02 EB-07 PASS-00 /038 W
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P 221032Z DEC 76
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TO SECSTATE WASHDC 561

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"ARTICLE 18 1 LEGAL PROHIBITION

THE CONSULTANT ENGINEER SOLEMNLY DECLARES THAT HE IS NOT AFFECTED BY THE PROHIBITION UNDER THE LAW APPROVED ON THE 22ND DAY, 1337 (QW JANUARY 1959). HE UNDERTAKES NOT TO TRANSFER THE BENEFITS OF THE PRESENT CONTRACT TO ANY OF THE PERSONS OR INDIVIDUALS FORSEEN OR INFERRED FROM THE SAID LAW NOR TO TAKE THEM AS HIS PARTNERS. IN CASE OF BREACH OF THE FOREGOING, THE EMPLOYER SHALL HAVE THE RIGHT TO TREAT THE CONSULTANT ENGINEER ACCORDING TO THE PROVISIONS OF THE SAID LAW.

"ARTICLE 19 - FORCE MAJEURE

IN CASES OF FORCE MAJEURE WHICH MAKE THE IMPLEMENTATION OF THIS CONTRACT IMPOSSIBLE FOR EITHER OF THE PARTIES, THE PARTY CONCERNED CAN ANNOUNCE THE TERMINATION OF THE CONTRACT TO THE OTHER PARTY. IN SUCH CASES THE CONSULTANT ENGINEER SHALL, WITHIN ONE MONTH AFTERDECLARING THE TERMINATION OF THE CONTRACT, SUBMIT TO THE EMPLOYER AN INVOICE COMPRISING THE AMOUNTS PAYABLE TO HIM BY THE EMPLOYER, WHILE THE LATTER SHALL REVIEW THE SAID INVOICE AND PAY TO THE CONSULTANT ENGINEER ALL THE SUMS DUE HIM.

"ARTICLE 20 - SETTLEMENT OF DISPUTES
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ALL THE DISPUTES WHICH MAY ARISE BETWEEN THE TWO PARTIES IN CONNECTION WITH THE PRESENT CONTRACT, CHANGES OR INTERPRETATION OF ITS PROVISIONS OR ANNEXES, WHICH CANNOT BE SETTLED AMICABLY THROUGH NEGOTIATION OF CORRESPONDENCE, SHALL BE FIRST REFERRED TO A SETTLEMENT COMMITTEE OF 3 MEMBERS REPRESENTING THE PLAN ORGANIZATION, THE EMPLOYER AND THE CONSULTANT ENGINEER. IN CASE OF DIAGREEMENT OR REJECTION OF THE MAJORITY'S VIEW BY EITHER PARTY, THE CASE SHOULD BE SETTLED ACCORDING TO THE IRANIAN LAWS THROUGH REFERENCE TO COMPETENT COURTS. THE CONSULTANT ENGINEER IS BOUND TO CONTINUE HIS DUTIES UNDER THE CONTRACT AND ITS ANNEXES UNTIL THE SETTLEMENT OF THE DISPUTE. OTHERWISE, THE EMPLOYER SHALL TAKE

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STEPS VIS-A-VIS THE CONSULTANT ENGINEER ACCORDING TO PROVISIONS OF THE CONTRACT AND ITS ANNEXES AND AT HIS OWN DISCRETION. OBVIOUSLY, THE EMPLOYER, TOO, SHALL, SO LONG AS THE DISPUTE SETTLEMENT IS UNDER WAY, CONTINUE TO CARRYOUT HIS OBLIGATIONS TO THE CONSULTANT ENGINEER AT HIS DIWXRETION AND ON THE BASIS OF THE CONTRACT AND ITS ANNEXES.

NOTE: - THE AGREEMENT REACHED SHALL BE EFFECTIVE WHEN APPROVED BY MINISTER OR HEAD OF EXECUTIVE AGENCY.

"ARTICLE 21 - RIGHT OF TRANSFER

1. THE CONSULTANT ENGINEER DOES NOT HAVE THE RIGHT TO TRANSFER NOR SUBLET ALL OR PART OF THE SUBJECT OF THE CONTRACT TO ANY REAL OR LEGAL PERSON OR PERSONS.

2. THE EMPLOYER CAN ENTRUST ALL OR PART OF HIS RIGHTS AND POWERS TO THE MINISTRIES OR OTHER GOVERNMENTBT EXECUTIVE AGENCIES, IN WHICH CASE THE IMPLEMENTATION OF THE EMPLOYER'S COMMITMENTS AND SUPERVISION OVER THE CONTRACT WILL FALL INCUMBEN ON THE SAID AGENCIES.

"ARTICLE 22 - OWNERSHIP OF DOCUMENTS

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ALL THE STUDIES, REPORTS, AND DOCUMENTS PREPARED BY THE CONSULTANT ENGINEER UNDER THIS CONTRACT SHALL BE THE PROPERTY OF THE EMPLOYER WHO CAN USE THEM DIRECTLY OR INDIRECTLY IN THE IMPLEMENTATION OF VARIOUS PROJECTS.

"ARTICLE 23 - ADDRESSES OF THE CONTRACTING PARTIES.

THE ADDRESSES OF THE CONTRACTING PARTIES ARE AS FOLLOWS:
THE EMPLOYER: DEPARTMENT OF THE ENVIROMNENT, AVENUE VILLA, #187 TAHRAN IRAN

THE CONSULTANT ENGINEER: WOODS HOLE OCEANOGRAPHIC INSTITUTE, WOODS HOLE, MASS, USA.

IF EITHER PARTY CHANGES HIS ADDRESS DURING THE PERIOD OF THE CONTRACT, HE SHOULD NOTIFY THE OTHER PARTY OF THISMATTER IN WRITING. SO LONG AS THE NEW ADDRESS HAS NOT BEEN COMMUNICATED TO THE OTHER PARTY, ALL LETTERS, DOCUMENTS AND STATEMENTS SHALL BE SENT TO THE PREVIOUS ADDRESS AND CONSIDERED AS DULY COMMUNICATED.

"ARTICLE 24 - ANNEXES TO THE CONTRACT

THE ANNEXES OF THIS CONTRACT WHICH ARE INTERGRAL PARTS OF IT ARE AS FOLLOWS:

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1. ANNEX 8 (SUBJECT) OF CONTRACT - SEE APPENDIX I BELOW.

2. ANNEX II (SCOPE) - SEE APPENDIX 2

3. ANNEX III (SOPOSURVEY) NOTE: NOT YET AVAILABLE FROM DOE.

"ARTICLE 25 - LANGUAGE OF CONTRACT

THE TEXT OF THIS CONTRACT HAS BEEN DRAWN UP IN THE PERSIAN AND ENGLISH LANGUAGES BUT ONLY THE PERSIAN TEXT IS VALID.

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"ARTICLE 26 - GOVERNING LAW

THIS CONTRACT IS GOVERNED IN ALL RESPECTS BY THE LAW OF THE IMPERIAL GOVERNMENT OF IRAN AND HAS BEEN MADE OUT AND SIGNED IN 10 EQUALLY VALID COPIES.

"SIGNED:

BY

DATE

"APPENDIX 1

CONTRACT FOR OCEANOGRAPHIC AND MARINE BIOLOGICAL STUDIES TO BE UNDERTAKEN IN THE PERSIAN GULF WATERS.

THE SCOPE OF SERVICES IS OUTLINED IN APPENDIX 2.

"APPENDIX 2

DETAILS REGARDING SERVICES TO BE CARRIED OUT BY THE CONSULTANT ENGINEER.

THESE SERVICES HAVE TO BE DISCHARGED IN ONE PHASE IN ACCORDANCE WITH THE CONTRACT ARTICLE 2.

2. OCEANOGRAPHIC AND MARINE BIOLOGICAL DATE GATHERING IN THE PERSIAN GULF AND SEA OF OMAN WATERS.

2. GENERAL STUDIES ON DISPERSION OF IMPORTANT SPECIES IN THE ABOVE MENTIONED WATERS.

3. STUDIES ON OCEANOGRAPHIC CURRENTS IN CONNECTION WITH "TURN OVER" TIME IN THE PERSIAN GULF.

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4. GENERAL EVALUATION OF OIL POLLUTIN DISPERSION IN THE
PERSIAN GULF.

5. DATA ANALYSIS AND PREPARTATION OF A SCIENTIFIC REPORT.

ENG QUOTE.

NOTE BY OC/T: PASSED ABOVE ADDRESSEE.

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4. DOE ALSO ASKED TO INFORM WHOI THAT A "BANK GUARANTEE" IS
REQUIRED TO SATISY GOI LAW IN ADDITION TO THE SAHNED CONTRACT.
THIS OFFICIAL FORMALITY, DR MOHOMMEDI EXPLAINED, IS FOR THE
EVENTUALITY THAT THE COLLABORATIVE US-IRANIAN WORK IN THIS
CONTRACT IS NOT CARRIED OUT. MOHAMMEDI STATED THAT RESEARCH
CONTRACTS, SUCH AS THIS, TOGETHER WITH THE BANK GUARANTEE, ARE
CUSTOMARY AND ROUTINE GOI PRACTICES WHENEVER IRANIAN MINISTRIES
HAVE ENTERED INTO SIMILAR COOPERATIVE PROGRAMS WITH INSTITUTES
FROM OTHER COUNTRIES IN THE PAST (REFER ARTICLE II, PARA 1,B OF
CONTRACT ENTITLED "TERMS OF PAYMENTS").

5. COMMENT: EMB SENSES THAT DOE PUT FORTH THEIR BEST EFFORTS TO
CLEAR WAY FOR TRANSFER FUNDS TO WHOI AND TO BEGIN COLLABORATIVE
MARINE SCIENCE STUDIES, AND THAT DOE IS APOLOGETIC
ABOUT UNANTICIPATED DELAYS DURING INTERNAL GOI CLEARANCE PROCESS.
MOHAMMEDI VERBALLY EXPRESSED FIRM DESIRE THAT CONTRACT COULD BE
SIGNED THIS WEEK AND THEN INITIAL PAYMENT OF 10 MILLION RIALS
PROMPTLY MADE TO WHOI (HE SAID THIS WOULD BE ACCOMPLISHED WITHIN

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ONE DAY AFTER THE CONTRACT WAS SIGNED THE THE US AND IRANIAN SIDES).

6. CONCERNING R/V ATLANTIS SURVEY OF PERSIAN GULF, EMB HAS SENT DIPLOMATIC NOTES TO FOREIGN MINISTRY, TRANSMITTING CRUISE TRACK, AND OFFICIALLY REQUESTING SHIP CLEARANCE.
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7. ACTION REQUESTED: WHOI REVIEW CONTRACT AD IF WHOI APPROVES OF LANGUAGE, THEN EMB (OFFICER) BE AUTHORIZED TO SIGN CONTRACT TO EXPEDITE PAYMENT. ALTERNATIVELY, DOE HOPES THAT DR ROSS OR WHOI REP COULD COME TO TEHRAN SOONEST POSSIBLE TO CONCLUDE CONTRACT.
HELMS

NOTE BY OCT: PASSED WOODS HOLE OCEANOGRAPHIC INSTITUTE, MASS.

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# Message Attributes

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**Status:** NATIVE
**Subject:** OCEANOGRAPHIC RESEARCH CONTRACT FOR STUDY OF PERSIAN GULF, R/V ATLANTIS CRUISE, NSF, WOODS HOLE, HOLE, DOE PROGRAM
**TAGS:** SENV, TECH, TGEN, IR, US, NSF, USIRJC
**To:** STATE
**Type:** TE
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